

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM610907

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|---------------------------------------|
| Halco Lighting Technologies, LLC | | 11/24/2020 | Limited Liability Company: DELAWARE |
| J & J Electronics, LLC | | 11/24/2020 | Limited Liability Company: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | New Canaan Funding Mezzanine V, GP, LLC, as Agent |
| Street Address: | 21 Locust Avenue, Suite 1C |
| City: | New Canaan |
| State/Country: | CONNECTICUT |
| Postal Code: | 06840 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 29

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 3794712 | COVERSHIELD |
| Registration Number: | 3187983 | ECO-SHIELD |
| Registration Number: | 1325605 | HALCO |
| Registration Number: | 2386236 | HALCO |
| Registration Number: | 3427566 | HALCO LIGHTING TECHNOLOGIES |
| Registration Number: | 3051687 | HALOXEN |
| Registration Number: | 3423538 | HLT |
| Registration Number: | 3427567 | HLT HALCO LIGHTING TECHNOLOGIES |
| Registration Number: | 1859613 | PRISM |
| Registration Number: | 3432018 | PROFORMANCE |
| Registration Number: | 3528061 | PROLED |
| Registration Number: | 3278609 | PROLUME |
| Registration Number: | 3423451 | PROLUME |
| Registration Number: | 2237444 | PROLUME |
| Registration Number: | 3279173 | PURELITE |
| Registration Number: | 3918126 | SOLLOS |
| Registration Number: | 3279186 | ULTRALIFE |

CH \$740.00 3794712

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3377989 | WHERE THERE'S LIGHT, THERE'S HALCO |
| Registration Number: | 4339246 | XIR |
| Registration Number: | 5746297 | J&J ELECTRONICS A HALCO LIGHTING TECHNOL |
| Registration Number: | 5617984 | ECO SELECT PROLED |
| Registration Number: | 5209387 | HALCO LIGHTING TECHNOLOGIES |
| Registration Number: | 5157662 | DECOSTRAND |
| Registration Number: | 6087034 | PROLED SELECT |
| Registration Number: | 3077086 | COLORGLO |
| Registration Number: | 3151366 | COLOR SPLASH |
| Registration Number: | 3126903 | INTELLIGLO |
| Registration Number: | 4566735 | PUREWHITE |
| Registration Number: | 4743362 | PUREWHITE |

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Raquel Haleem |
| SIGNATURE: | /Raquel Haleem/ |
| DATE SIGNED: | 11/25/2020 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24th day of November, 2020, by and among the Grantors listed on the signature page hereof (each a “Grantor” and individually and collectively, “Grantors”) and **NEW CANAAN FUNDING MEZZANINE V, GP, LLC**, as agent (the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Note Purchase Agreement, dated as of November 24, 2015 (as has been and as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), by and among SCOUT PARTNERS LLC, a Delaware limited liability company (together with its successors and registered assigns, “Scout”), New Canaan Funding Mezzanine V, LP, a Delaware limited partnership (together with its successors and registered assigns, “NCF V”), New Canaan Funding Mezzanine VI, LP, a Delaware limited partnership (together with its successors and registered assigns, “NCF VI”), and New Canaan Funding Mezzanine V SBIC, L.P., a Delaware limited partnership (together with its successors and registered assigns, “NCFVSBIC,” NCFVSBIC, together with Scout, NCF V and NCF VI, each a “Purchaser” and collectively, the “Purchasers”), Halco Lighting Technologies, LLC, a Delaware limited liability company (“Halco Lighting”), J & J Electronics, LLC, a California limited liability company (“J&J”), Halco Acquisition Corporation, a Delaware corporation (“Holdco”) and HLT Holdings, LLC, a Delaware limited liability company (“HLT Holdings”, and together with Halco Lighting, J&J, Holdco and those additional entities that hereafter become parties to the Note Purchase Agreement as Issuers, each an “Issuer” and collectively, jointly and severally, the “Issuers”), the Purchasers have agreed to make certain financial accommodations available to the Issuers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to make the financial accommodations to the Issuers as provided for in the Note Purchase Agreement and the other Transaction Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security

Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting each Grantor’s obligations under this Section, each Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Transaction Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

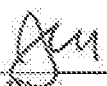
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HALCO LIGHTING TECHNOLOGIES, LLC

By: 
Name: Jay Weaver
Title: Chief Financial Officer

J & J ELECTRONICS, LLC

By: 
Name: Jay Weaver
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

NEW CANAAN FUNDING MEZZANINE V, GP,
LLC

By: New Canaan Funding Mezzanine LLC, its sole
member

By: 

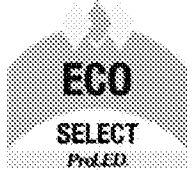
Name: Bradley A. Ament

Title: Managing Member


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

| TRADEMARK | REG./APP. NO. & DATE | OWNER |
|---|-------------------------------------|----------------------------------|
| COVERSHIELD | 3,794,712 5/25/2010 | HALCO LIGHTING TECHNOLOGIES, LLC |
| ECO-SHIELD | 3,187,983 12/19/2006 | HALCO LIGHTING TECHNOLOGIES, LLC |
| HALCO | 1,325,605 3/19/1985 | HALCO LIGHTING TECHNOLOGIES, LLC |
| HALCO (and Design)  | 2,386,236 9/12/2000 | HALCO LIGHTING TECHNOLOGIES, LLC |
| HALCO LIGHTING TECHNOLOGIES | 3,427,566 5/13/2008 | HALCO LIGHTING TECHNOLOGIES, LLC |
| HALOXEN | 3,051,687 1/24/2006 | HALCO LIGHTING TECHNOLOGIES, LLC |
| HLT | 3,423,538 5/6/2008 | HALCO LIGHTING TECHNOLOGIES, LLC |
| HLT HALCO LIGHTING TECHNOLOGIES and Design:  | 3,427,567 5/13/2008 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PRISM | 1,859,613 10/25/1994 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PROFORMANCE | 3,432,018 5/20/2008 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PROLED | 3,528,061 11/4/2008 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PROLUME | 3,278,609 8/14/2007 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PROLUME | 3,423,451 5/6/2008 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PROLUME | 2,237,444 4/6/1999 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PURELITE | 3,279,173 8/14/2007 | HALCO LIGHTING TECHNOLOGIES, LLC |
| SOLLOS | 3,918,126 2/8/2011 | HALCO LIGHTING TECHNOLOGIES, LLC |

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| ULTRALIFE | 3,279,186 8/14/2007 | HALCO LIGHTING TECHNOLOGIES, LLC |
| WHERE THERE'S LIGHT, THERE'S HALCO | 3,377,989 2/5/2008 | HALCO LIGHTING TECHNOLOGIES, LLC |
| XIR | 4,339,246 5/21/2013 | HALCO LIGHTING TECHNOLOGIES, LLC |
| J&J ELECTRONICS A HALCO LIGHTING TECHNOLOGIES COMPANY and Design:  | 5,746,297 5/7/2019 | HALCO LIGHTING TECHNOLOGIES, LLC |
| ECO SELECT PROLED and Design:  | 5,617,984 11/27/2018 | HALCO LIGHTING TECHNOLOGIES, LLC |
| HALCO LIGHTING TECHNOLOGIES and Design:  | 5,209,387 5/23/2017 | HALCO LIGHTING TECHNOLOGIES, LLC |
| DECOSTRAND | 5,157,662 3/7/2017 | HALCO LIGHTING TECHNOLOGIES, LLC |
| PROLED SELECT | 6,087,034 6/23/2020 | HALCO LIGHTING TECHNOLOGIES, LLC |
| COLORGLO | 3,077,086 4/4/2006 | J&J ELECTRONICS, LLC |
| COLOR SPLASH | 3,151,366 10/3/2006 | J&J ELECTRONICS, LLC |
| INTELLIGLO | 3,126,903 8/8/2006 | J&J ELECTRONICS, LLC |
| pureWH ^{TE} | 4,566,735 7/15/2014 | J&J ELECTRONICS, LLC |
| PUREWHITE | 4,743,362 5/26/2015 | J&J ELECTRONICS, LLC |

FOREIGN TRADEMARKS

| TRADEMARK | REG./APP. NO. & DATE | OWNER | COUNTRY |
|---|---------------------------------|-------------------------------------|----------------|
| PROLED | TMA840537 1/17/2013 | HALCO LIGHTING TECHNOLOGIES, LLC | Canada |
| HALCO LIGHTING TECHNOLOGIES | TMA1018479 4/1/2019 | HALCO LIGHTING TECHNOLOGIES, LLC | Canada |
| SOLLOS | TMA1017596 3/19/2019 | HALCO LIGHTING TECHNOLOGIES, LLC | Canada |
|  | TMA1018480 4/1/2019 | HALCO LIGHTING TECHNOLOGIES, LLC | Canada |